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Attorney for Movant

IN THE UNITED STATES BANKRUPTCY COURT  
IN AND FOR THE DISTRICT OF ARIZONA

In re:	)	Case No.: 2-18-01984 MCW
	)	
RYAN AND LESLEY PORTER, Debtors and	)	Chapter 11 proceedings
Debtors in Possession,	)	
	)	
Debtors.	)	STIPULATION FOR RELIEF FROM STAY
	)	AS TO 2017 CANAM ATV
<hr/> THUNDERROAD FINANCIAL, LLC.,	)	
	)	
Movant,	)	
	)	
vs.	)	
	)	
RYAN AND LESLEY PORTER, Debtors and	)	
Debtors in Possession,	)	
	)	
Respondents.	)	

THUNDERROAD FINANCIAL, LLC.(hereinafter "Movant"), and the Debtors Ryan and Lesley Porter ("Debtors" or "Porters") by and through their respective counsel undersigned, hereby stipulate for relief from the automatic stay of 11 U.S.C.362 on the following terms and conditions.

I. RECITALS

1. RYAN AND LESLEY PORTER ("Debtors") filed for relief under Title 11, Chapter 11, United States Code on March 2, 2018.

2. On DECEMBER 1, 2016, Debtors executed a Purchase Money Security Agreement ("Agreement") for the purchase of the following vehicle:

2017 CANAM ATV  
VIN 3JBUCAP49HK001002

(hereinafter the "Vehicle") A true and correct copy of the Agreement and the certificate of title evidencing the lien is attached hereto as **Exhibit A**.

3. Movant holds a valid and perfected first priority lien on the Vehicle.

4. Debtors do not intend to retain possession of the Vehicle and have agreed to voluntarily relinquish possession of the Vehicle to Movant or its agent. The Vehicle is for recreational use and is not necessary for the Debtor's effective reorganization. Further, there is no equity in the Vehicle over and above the amount of Movant's secured claim.

## II. STIPULATION

A. The above Recitals are hereby incorporated by reference herein.

B. The automatic stay of 11 U.S.C. 362 is hereby immediately terminated as to the Vehicle and Movant's rights to recover possession of and sell the Vehicle pursuant to the terms of the Agreement.

C. Debtors agree to immediately or have already relinquished possession of the Vehicle.

D. Nothing contained herein shall be deemed a waiver of any of Movants other rights under the Bankruptcy Code.

DATED: April 3, 2018

KAHN & AHART, PLLC.

BY: 

JAMES KAHN, ESQ.  
ATTORNEY FOR DEBTORS

///

1  
2 LAW OFFICE OF BARBARA MARONEY, P.C.  
3

4 BY /s/ Barbara Maroney  
5 Barbara Maroney, Esq.  
6 Attorney for MOVANT  
7  
8  
9

10 COPY of the foregoing mailed on  
11 April 3, 2018, to:

12 RYAN AND LESLEY PORTER  
13 24391 S 201ST PLACE  
14 QUEEN CREEK, AZ 85142  
15 Debtors

16 JAMES KAHN, ESQ.  
17 301 EAST BETHANY HOME RD. STE. C-195  
18 PHOENIX, AZ 85012  
19 Attorney For Debtors  
20  
21  
22  
23  
24  
25

26 /s/ B. Maroney

# **RETAIL INSTALLMENT SALE CONTRACT SIMPLE FINANCE CHARGE**

Dealer Number \_\_\_\_\_ Contract Number 488171

<b>Buyer Name and Address</b> (Including County and Zip Code) <u>PORTER, DEBBY SUE</u> <u>24391 S 201ST PLACE</u> <u>QUEEN CREEK AZ 85142</u>	<b>Co-Buyer Name and Address</b> (Including County and Zip Code) <u>PORTER, DEBBY SUE</u> <u>24391 S 201ST PLACE</u> <u>QUEEN CREEK AZ 85142</u>	<b>Seller-Creditor (Name and Address)</b> <u>RADEHOW POWERSPORTS CHANDLER</u> <u>2571 E WILLOW RD</u> <u>CHANDLER AZ 85286</u>
---	--	---

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements on the front and back of this contract. You agree to pay the Seller-Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New/Used	Year	Make and Model	Odometer	Vehicle Identification Number	Primary Use For Which Purchased
<u>Used</u>	<u>2007</u>	<u>Yamaha</u>	<u>12000</u>	<u>YF47000</u>	<input type="checkbox"/> Personal, family, or household unless otherwise indicated below <input checked="" type="checkbox"/> business <input type="checkbox"/> agricultural <input type="checkbox"/> _____

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of
<u>13.49%</u>	<u>\$10437.95</u>	<u>\$22700.20</u>	<u>\$29394.96</u>	<u>\$34,394.96</u>

Your Payment Schedule Will Be:		
Number of Payments	Amount of Payments	When Payments Are Due
<u>84</u>	<u>\$349.96</u>	Monthly beginning <u>12/20/07</u>

Or As Follows: \_\_\_\_\_

**Late Charge.** If payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late.  
**Prepayment.** If you pay off all your debt early, you will not have to pay a penalty.  
**Security Interest.** You are giving a security interest in the vehicle being purchased.  
**Additional Information:** See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

ITEMIZATION OF AMOUNT FINANCED	
1. Cash Price	
A. Cash Price of Motor Vehicle (including accessories, service)	\$ <u>19,459.00</u>
B. Sales Tax	\$ <u>1,215.69</u>
C. Prior Credit or Lease Balance paid to	\$ <u>0.00</u>
D. Other <u>DOC FEE</u>	\$ <u>329.95</u>
E. Other <u>FREIGHT &amp; HANDLING</u>	\$ <u>1,585.63</u>
F. Other	\$ <u>0.00</u>
G. Other	\$ <u>0.00</u>
H. Other	\$ <u>0.00</u>
Total Cash Price (A through H)	\$ <u>22,700.28</u>
2. Total Downpayment =	
Trade-In <u>2004 YAMAHA YF47000</u>	
Gross Trade-In Allowance	\$ <u>5000.00</u>
Less Pay Off Made By Seller	\$ <u>0.00</u>
Equals Net Trade In	\$ <u>5000.00</u>
+ Cash	\$ <u>0.00</u>
+ Other <u>CUSTOMER DEPOSIT</u>	\$ <u>0.00</u>
(If total downpayment is negative, enter "0" and see prior credit or lease balance, item 1C, above)	\$ <u>5,000.00</u>
3. Unpaid Balance of Cash Price (1 minus 2)	\$ <u>17,700.28</u>
4. Other Charges Including Amounts Paid to Others on Your Behalf	

**Insurance.** You may buy the physical damage insurance this contract requires (see back) from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit.  
 If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Check the insurance you want and sign below:  
**Optional Credit Insurance**

☐ Credit Life: ☐ Buyer ☐ Co-Buyer ☐ Both  
☐ Credit Disability: ☐ Buyer ☐ Co-Buyer ☐ Both

Premium:  
 Credit Life \$ N/A  
 Credit Disability \$ N/A

Insurance Company Name \_\_\_\_\_

Home Office Address \_\_\_\_\_

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in item 4A of the Itemization of Amount Financed. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown below.

**Other Optional Insurance**

☐ N/A N/A  
 Type of Insurance Term

Premium \$ N/A

Insurance Company Name \_\_\_\_\_

N/A

Home Office Address \_\_\_\_\_

N/A

☐ \_\_\_\_\_  
 Type of Insurance Term

Premium \$ N/A

Insurance Company Name N/A

N/A

Home Office Address N/A

N/A

Other optional insurance is not required to obtain credit. Your decision to buy or not buy other optional insurance will not be a factor in the credit approval process. It will not be provided unless you sign and agree to pay the extra cost.

Or As Follows:

**Late Charge.** If payment is not received in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late.

**Prepayment.** If you pay off all your debt early, you will not have to pay a penalty.

**Security Interest.** You are giving a security interest in the vehicle being purchased.

**Additional Information:** See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date and security interest.

**ITEMIZATION OF AMOUNT FINANCED**

1. Cash Price

A Cash Price of Motor Vehicle (including accessories, services)	\$ 13,455.00
B Sales Tax	\$ 1,215.00
C Prior Credit or Lease Balance paid to	\$ 0.00
D Other <u>DOC FEE</u>	\$ 299.95
E Other <u>FREIGHT &amp; HANDLING</u>	\$ 1,585.89
F Other	\$ 0.00
G Other	\$ 0.00
H Other	\$ 0.00
Total Cash Price (A through H)	\$ 22,700.84

2. Total Downpayment =

Trade-In <u>2014 VEHICLE</u> <u>7755.00</u>	
(Year) (Make) (Model)	
Gross Trade-In Allowance	\$ 5,000.00
Less Pay Off Made By Seller	\$ 0.00
Equals Net Trade In	\$ 5,000.00
+ Cash	\$ 0.00
+ Other <u>CUSTOMER REBATE</u>	\$ 0.00
(If total downpayment is negative, enter "0" and see prior credit or lease balance, item 1C, above)	\$ 5,000.00

3. Unpaid Balance of Cash Price (1 minus 2) \$ 17,700.84

4. Other Charges Including Amounts Paid to Others on Your Behalf  
(Seller may keep part of these amounts):

A Cost of Optional Credit Insurance Paid to the Insurance Company or Companies.	
Life	\$ 0.00
Disability	\$ 0.00
B Other Optional Insurance Paid to Insurance Company or Companies	\$ 0.00
C Optional Gap Contract	\$ 0.00
D Official Fees Paid to Government Agencies <u>WASTE TIRE FEE</u>	\$ 0.00
E Government Taxes Not Included in Cash Price	\$ 0.00
F Government License and/or Registration Fees	
(Identify) <u>REGISTRATION FEES</u>	\$ 27.75
G Government Certificate of Title Fees	\$ 0.00
H Other Charges (Seller must identify who is paid and describe purpose)	
to <u>NA</u> for <u>PMA</u>	\$ 0.00
to <u>REMOVE</u> for <u>EXTENDED WARRANTY</u>	\$ 1,219.00
to <u>NA</u> for <u>THREAT</u>	\$ 0.00
to <u>NA</u> for <u>ATM</u>	\$ 0.00
to <u>NA</u> for <u>GPS TRACKING</u>	\$ 0.00
to <u>REMOVE</u> for <u>SIDONIS</u>	\$ 0.00
to	\$ 0.00
to	\$ 0.00
to	\$ 0.00
to	\$ 0.00
Total Other Charges and Amounts Paid to Others on Your Behalf	\$ 1,256.74

5. Amount Financed (3 + 4) \$ 18,957.58

If the "Amount Financed" exceeds \$54,600 or if the motor vehicle is primarily for commercial use, the "Amount Financed" is also the "Final Cash Price Balance" and the "Total of Payments" is also the "Time Balance".

Home Office Address

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in item 4A of the Itemization of Amount Financed. Credit life insurance is based on your original payment schedule. This insurance may not pay all you owe on this contract if you make late payments. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown below.

**Other Optional Insurance**

☐ N/A N/A  
Type of Insurance Term

Premium \$ N/A  
Insurance Company Name N/A  
Home Office Address N/A

☐ N/A N/A  
Type of Insurance Term

Premium \$ N/A  
Insurance Company Name N/A  
Home Office Address N/A

Other optional insurance is not required to obtain credit. Your decision to buy or not buy other optional insurance will not be a factor in the credit approval process. It will not be provided unless you sign and agree to pay the extra cost.

I want the insurance checked above.

☒ Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_

☒ Co-Buyer Signature \_\_\_\_\_ Date \_\_\_\_\_

**Returned Check Charge:** You agree to pay a charge of \$25.00, plus actual charges assessed by a financial institution, if any check you give us is dishonored.

**OPTIONAL GAP CONTRACT.** A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in item 4C of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.

Term 0 Mos.  
NA

Name of Gap Contract \_\_\_\_\_

I want to buy a gap contract.

Buyer Signs X \_\_\_\_\_

OPTION: ☐ You pay no finance charge if the Amount Financed, item 5, is paid in full on or before \_\_\_\_\_ Year \_\_\_\_\_

SELLER'S INITIALS \_\_\_\_\_

OPTION: ☐ You pay no finance charge if the Amount Financed, Item 5, is paid in full on or before \_\_\_\_\_, Year \_\_\_\_\_. SELLERS INITIALS \_\_\_\_\_

#### FOR USED VEHICLES ONLY

The Seller hereby warrants that this vehicle will be fit for the ordinary purposes for which the vehicle is used for 15 days or 500 miles after delivery, whichever is earlier, except with regard to particular defects disclosed on the first page of this agreement. You (the purchaser) will have to pay up to \$25.00 for each of the first two repairs if the warranty is violated.

**ATTENTION PURCHASER: SIGN HERE ONLY IF THE DEALER TOLD YOU THAT THIS VEHICLE HAS THE FOLLOWING PROBLEM(S) AND THAT YOU AGREE TO BUY THE VEHICLE ON THOSE TERMS:**

**ATENCIÓN COMPRADOR: FIRME AQUÍ SOLAMENTE SI EL VENDEDOR LE HA DICHO QUE EL VEHÍCULO TIENE EL/LOS SIGUIENTE(S) PROBLEMA(S) Y QUE USTED ESTÁ DE ACUERDO EN COMPRAR EL VEHÍCULO BAJO ESTOS TÉRMINOS:**

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_

X \_\_\_\_\_ X \_\_\_\_\_  
Buyer Signs (Date) Co-Buyer Signs (Date)

#### WARRANTIES

Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties on the vehicle, except as described above for used vehicles. Making no warranties means that the Seller is selling the vehicle as is – not expressly warranted or guaranteed and without any implied warranties of merchantability (except as described above) or of fitness for a particular purpose. This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

☐ IF THE BOX IS CHECKED, THIS CONTRACT IS SUBJECT TO A BROKER FEE PAID BY THE SELLER TO \_\_\_\_\_

#### NO COOLING OFF PERIOD

State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

You acknowledge an express intent to grant a security interest in the vehicle and hereby waive and abandon all personal property exemptions granted upon the vehicle, which is the subject of this contract. NOTICE: BY GIVING US A SECURITY INTEREST IN THE VEHICLE, YOU WAIVE ALL RIGHTS PROVIDED BY LAW TO CLAIM SUCH PROPERTY EXEMPT FROM PROCESS.

**HOW THIS CONTRACT CAN BE CHANGED.** This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs X \_\_\_\_\_ Co-Buyer Signs X \_\_\_\_\_

If any part of this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

**NOTICE TO THE BUYER: (1) Do not sign this contract before you read it or if it contains any blank spaces. (2) You are entitled to an exact copy of the contract you sign.**

**The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.**

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You confirm that you received a completely filled-in copy when you signed it.

ANY INSURANCE REFERRED TO IN THIS CONTRACT DOES NOT INCLUDE LIABILITY COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS.

The Arizona Department of Financial Institutions regulates the Seller and can be contacted at 2910 North 44<sup>th</sup> Street, Suite 310, Phoenix, Arizona 85018, (602) 255-4421, if you have any complaints concerning this contract.

X \_\_\_\_\_ 12/1/2016  
Buyer Signs Date  
X \_\_\_\_\_ 12/1/2016  
Co-Buyer Signs Date  
By X \_\_\_\_\_ JES MGR  
Title

#### SEE BACK FOR OTHER IMPORTANT TERMS AND AGREEMENTS.

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here X \_\_\_\_\_ Date \_\_\_\_\_ Address \_\_\_\_\_

Seller assigns its interest in this contract to MINNEAPOLIS FINANCIAL LLC AND ASSIGNS (Assignee) under the terms of Seller's agreement(s) with Assignee.

☐ Assigned with recourse

☐ Assigned without recourse

☐ Assigned with limited recourse

Seller RICHMOND POWERSPORTS CHANDLER By \_\_\_\_\_ BUSINESS MANAGER  
Title

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ORIGINAL LIENHOLDER



## Electronic Title Copy

Vehicle ID Number	Year	Make	Model	Body Style	Lic Plate	Reg Exp
3JBUCAP49HK001002	2017	CANA		ATV		

Weight	New/Used	Title Number	Odometer	State	Date Issued
		0U31016354103	0	AZ	12-19-2016

### Full Name of Owner(s)

RYAN JOSEPH PORTER  
LESLEY MARIE PORTER  
24391 S 201ST PL  
QUEEN CREEK, AZ 851425421

### Vehicle Brand(s)

### Liens(s)

THUNDERROAD FINANCIAL LLC  
PO BOX 19849  
RENO, NV 89511

Lien Date: 12-01-2016  
ELT Number: 464598399  
LTN: LTN161220-5

### Odometer Brand(s)

\* Information has been supplied by the lienholder, not the state titling agency.

Document ID: 08HUG1Y9AW

### THIS IS NOT A TITLE

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